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Attorneys for Complainant

BEFORE THE DEPARTMENT OF CORPORATIONS  
 OF THE STATE OF CALIFORNIA

In the Matter of the Accusation of THE	)	OAH No. L-2002090673
CALIFORNIA CORPORATIONS	)	
COMMISSIONER,	)	Case No.: 963-1870
	)	
Complainant,	)	STIPULATION
	)	
vs.	)	
	)	
DORIS A. MORROW,	)	
	)	
Respondent.	)	
	)	

This Stipulation is entered into between Doris A. Morrow (“Morrow”) and the California Corporations Commissioner ("Commissioner"), and is made with respect to the following facts:

**RECITALS**

A. Morrow, during the time relevant in the Accusation described in Paragraph B below (“Accusation”), was the president, secretary, treasurer, and owner of Day & Nite Escrow, Inc. (“Day & Nite”), an escrow agent licensed by the Commissioner pursuant to the Escrow Law of the State of California (California Financial Code section 17000 et seq.). Day & Nite had its principal place of business located at 778 Town & Country Road, Orange, California 92868.

B. On September 11, 2002, Morrow was served by the Commissioner with a Notice of Intention to Issue an Order Pursuant to Section 17423 (Bar from Employment, Management or Control of an Escrow Agent), Accusation and accompanying documents dated September 9, 2002. Morrow filed a Notice of Defense with the Commissioner and a hearing before the Office of Administrative Hearings is currently scheduled to commence on October 17, 2002.

C. It is the intention and desire of the parties to resolve this matter without the necessity of a hearing and/or other litigation.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set forth herein, the parties agree as follows:

### **TERMS AND CONDITIONS**

1. This Stipulation is entered into for the purpose of judicial economy and expediency, and to avoid the expense of a hearing, and possible further court proceedings.

2. Morrow hereby admits the allegations contained in the Accusation. Morrow's admissions herein are solely for the limited purposes of this proceeding and any future proceeding that may be initiated by or brought before the Commissioner against Morrow. It is the intent and understanding between the parties that this Stipulation, and particularly Morrow's admissions herein, shall not be binding or admissible against Morrow in any action(s) brought against Morrow by third parties.

3. Morrow hereby agrees to the immediate issuance by the Commissioner of an Order barring Morrow from any position of employment, management or control of any escrow agent. A copy of said Order is attached and incorporated as Exhibit A.

4. Morrow acknowledges her right to an administrative hearing under Financial Code Section 17423 in connection with the bar described in Paragraph 3 above and hereby waives her right to a hearing, and to any reconsideration, appeal, or other rights which may be afforded pursuant to the Escrow Law, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection with this matter herein.

5. The parties hereby acknowledge and agree that this Stipulation is intended to constitute a full, final and complete resolution of this proceeding. The parties further acknowledge

and agree that nothing contained in this Stipulation shall operate to limit the Commissioner's ability to assist any other agency, (county, state or federal) with any prosecution, administrative, civil or criminal, brought by any such agency against Morrow based upon any of the activities alleged in this matter or otherwise.

6. The Commissioner shall cause this Stipulation to be filed with the Office of Administrative Hearings within five days of its execution by all parties hereto, but no later than 9:00 a.m. October 17, 2002.

7. Each of the parties represents, warrants, and agrees that it has received independent legal advice from its attorney(s) with respect to the advisability of executing this Stipulation.

8. Each of the parties represents, warrants, and agrees that in executing this Stipulation it has relied solely on the statements set forth herein and the advice of its own counsel. Each of the parties further represents, warrants, and agrees that in executing this Stipulation it has placed no reliance on any statement, representation, or promise of any other party, or any other person or entity not expressly set forth herein, or upon the failure of any party or any other person or entity to make any statement, representation or disclosure of anything whatsoever. The parties have included this clause: (1) to preclude any claim that any party was in any way fraudulently induced to execute this Stipulation; and (2) to preclude the introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this Stipulation.

9. In that the parties have had the opportunity to draft, review and edit the language of this Stipulation, no presumption for or against any party arising out of drafting all or any part of this Stipulation will be applied in any action relating to, connected, to, or involving this Stipulation. Accordingly, the parties waive the benefit of California Civil Code section 1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist.

10. This Stipulation may be executed in one or more counterparts, each of which shall be an original but all of which, together, shall be deemed to constitute a single document.

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1           11.     Each signator hereto covenants that he/she possesses all necessary capacity and  
2 authority to sign and enter into this Stipulation.

3 Dated:                               DEMETRIOS A. BOUTRIS  
4                                       California Corporations Commissioner

5  
6                                       By \_\_\_\_\_  
7                                       STEVEN C. THOMPSON  
8                                       Special Administrator, Escrow Law

9  
10                                      Dated:  
11  
12                                      By \_\_\_\_\_  
13                                      DORIS A. MORROW, an individual

14 APPROVED AS TO FORM:

15 LAW OFFICES OF MICHAEL J. MATLAF

16 By \_\_\_\_\_  
17 MICHAEL J. MATLAF, Attorneys for DORIS A. MORROW

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19 DEMETRIOS A. BOUTRIS  
20 California Corporations Commissioner

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22 By \_\_\_\_\_  
23 JUDY L. HARTLEY, Senior Trial Counsel  
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